GOVERNMENT OF KARNATAKA

Bangalore Water Supply and Sewerage Board

REQUEST FOR PROPOSALS (RFP)

FOR

PROVIDING CONSULTING SERVICES FOR DETAILED ENGINEERING, TENDERING, AND IMPLEMENTATION OF KARNATAKA WATER SECURITY AND RESILIENCE PROGRAM (KWSRP) OF BANGALORE WATER SUPPLY & SEWERAGE BOARD (BWSSB)
(ONLY THROUGH KARNATAKA PUBLIC PROCUREMENT PORTAL)

TENDER DOCUMENT

Office of the Chief Engineer (Projects),

Bangalore Water Supply and Sewerage Board

Cauvery Bhavan, 3rd floor, K G Road Bangalore- 560009

Tel: 08022945108

cep@bwssb.gov.in

PARTICULARS OF TENDER

TENDER REFERENCE :	:	No. BWSSB/CE(P)/TA/530/2024-25 Dt: 21.06.2024
NAME OF THE WORK	:	Providing consulting services for detailed engineering, tendering, and implementation of Karnataka Water Security and Resilience Program (KWSRP) of Bangalore Water Supply & Sewerage Board (BWSSB)
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	Dtd: 27.08 .2024 at 1600 Hrs
PRE BID MEETING		Dtd: 19 .08.2024 at 1100 Hrs
DATE AND TIME OF OPENING OF TECHNICAL TENDERS	:	Dtd: 28.08.2024 at 1700Hrs
EARNEST MONEY DEPOSIT	:	**Rs.** 11,84,000/- The **EMD** shall be paid through KPP procurement.
PLACE OF OPENING OF TECHINCAL TENDERS	:	Office of The Chief Engineer (P), BWSSB Cauvery Bhavan, 3rd floor, K G Road, Bangalore-560009.
TIME AND DATE OF OPENING OF FINANCIAL TENDERS	:	Will be intimated to the qualified Tenderers
PLACE OF OPENING OF PRICE TENDER	:	Office of The Chief Engineer (P), BWSSB Cauvery Bhavan, 3rd floor, K G Road, Bangalore-560009.
ADDRESS FOR COMMUNICATION	:	Office of The Chief Engineer (P), BWSSB Cauvery Bhavan, 3rd floor, K G Road, Bangalore-560009.
CONTRACT DOCCUMENT		Quality and Cost Based Selection **(QCBS)** as per K/C-2

REFERENCE		

NOTE:

1. Incomplete bids will not be accepted and will not be considered for bid evaluation
2. The right to accept/reject any or all the bids without assigning any reason vests with Bangalore Water Supply and Sewerage Board.

TABLE OF CONTENTS

To be prepared once the document is finalized

Sr. No	Description	Page No
1	Section 1-Letter of Invitation of RFP	
2	Section 2– Information to Consultants (ITC)	
3	Section 3 – Technical Proposal-Standard Forms	
4	Section 4 – Financial Proposal -Standards Forms	
5	Section 5 – Terms of Reference (TOR) for Consultancy Services	
6	Section 6 – Standard Form of Contract (GCC and SCC)	

Section 1

LETTER OF INVITATION

Quality and Cost Based Selection (QCBS)

NO.BWSSB:CE(P)/ACE(P)-1/ Dated:

Karnataka Water Security and Resilience Programme (KWSRP)

To

M/s. TCE & NJSEI (JV)
M/s. Shah Technical Consultants Pvt Ltd.,

Ladies/Gentlemen,

1. In continuation to the Expression of Interest invited by BWSSB for providing consulting services for detailed engineering, tendering, and implementation of Karnataka Water Security and Resilience Program (KWSRP),aiming to improve the sewerage facilities in peripheral area of Bengaluru, the shortlisted consulting firms through EoI are requested to submit the Technical and Financial proposal to Project Management Consultancy Services to the said project. The total project duration is estimated to be 60 months.
2. The RFP may be downloaded through the **Karnataka Public Procurement portalhttps://kppp.karnataka.gov.in**in website only from 7.8.2024to 27.8.2024 the shortlisted firms may obtain further information by accessing the kppp.karnataka.gov.in website.
3. The RFP must be accompanied by Earnest Money Deposit (EMD) specified for the work in the Table below. EMD will have to be in any one of the forms as specified in the tender documents and shall have to be valid for 45 days beyond the validity of the tender.
4. The last date and time for receipt of tenders in the Electronic tender box in website **https://kppp.karnataka.gov.in** is 27.8.2024 at 1600 **hrs.** The bids will be opened at the office on **28.7.2024** at **1700hrs**. If the bid opening day remains as public holiday, Bids will be opened on the next working day at the original stipulated time.
5. The other details can be seen in the tender documents.

Sl. No	Name of Work	Tender Processing Fees	Amount put to Tender Rs. in Lakh (Approx)	Bid Security Rs. in Lakh	Period of completion
(1)	(2)	(3)	(4)	(5)	(6)
1	Consulting services for detailed engineering,	To be specified by Karnataka	11,84,00,000/-	11,84,000/-	**60 Months**

	tendering, and implementation of Karnataka Water Security and Resilience Program (KWSRP) of Bangalore Water Supply & Sewerage Board (BWSSB)	Public Procurement portal			

6. Earnest Money Deposit shall be paid through a **Karnataka Public Procurement Portal**only. The value of the bid Security/EMD is as mentioned in the table above in column no.05.

7. The cost of the tender document once paid will not be refunded.

8. Uploading signed copy of Form of Tender should be mandatory.

9. Bangalore Water Supply and Sewerage Board reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

10. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours 1030 hrs to 1700hrs.

Chief Engineer (Project),
Bangalore Water Supply and Sewerage Board
3rdFloor, Cauvery Bhavan D- Block,
Kempe Gowda Road, Bangalore - 560009
Karnataka, India.
Tel Fax: -91-80-22945108
Telephone: +91-80- 22945108
e-mail ID : cep@bwssb.gov.in
Or **visit Website https://kppp.karnataka.gov.in**

11. List of documents to support qualification of bidder is to be uploaded to the Karnataka Public Procurement portal website **https://kppp.karnataka.gov.in**

12. Other details can be read from the tender documents.

13. The cost of the consulting services will be financed out of the proceeds of an ODA Loan financed by World Bank, and the consultant to be employed will be selected in accordance with the Guidelines of World Bank ineligible entities and individuals (www.worldbank.org/debarr).

14. Once the Technical proposal is reviewed and ranked, Financial proposal of only those consultants shall be opened and evaluated who score more than 75 marks out of 100 during the Technical Proposal evaluation stage.

All those Consultant(s) who score marks above 75 in technical evaluation shall be declared as technically successful bidders and shall be evaluated for their financial proposals. The

proposed criteria for evaluation under this Quality Cost Based Selection (QCBS) has been proposed at the ratio of 80:20 (80% of Technical Proposal Score and 20% of the Financial proposal).

15. During Technical Proposal evaluation stage, focused shall be on the qualifications, Technical Approach & Methodology, Work Plan, and organization as well as similar project experience of expert staff to be assigned to the work. You shall, not include in your technical proposal any information on the estimated costs or financial terms of your services.

    Details of the selection procedure to be followed for technical evaluation categories and an indication of the weightage to be given to each are stated in Section 8 of this RFP document.

16. You shall note that if you combine the functions of consultant with those of contractor and/or manufacturer, you must include in your proposal all relevant information regarding such relationship, along with an undertaking to the effect that you agree to limit your role to that of consultant and to disqualify yourself, your associates/affiliates and/or parent firm from work in any other capacity on this project other than that of a consultant. You are also requested to state in your proposal that you will ensure that specifications and designs recommended by you will be impartial and in no way limit competitive bidding.

17. If, in connection with the performance of the consulting services, you intend to borrow, or hire temporarily, personnel from contractors and/or manufacturers, you must include in your proposal all relevant information about such personnel. In such a case, you will be acceptable only if those contractors and/or manufacturers disqualify themselves from work on this project other than that of consultant.

18. Consulting firms debarred[1] from participating in any project funded by the World Bank, They will not be eligible to participate in this selection process. Also, the consulting firm shall be excluded if any of its joint venture/consortium partners are debarred by the World Bank during the selection process. Each applicant(s) shall furnish a self-declaration to that effect.

19. The selection of consultant will be at the sole discretion of BWSSB who reserve their rights to accept or reject any or all the Bids without assigning any reason. BWSSB reserves the right to call for additional information from the Bidders consultants.

Place:
Date:

Yours faithfully, .

Sd/-
Chief Engineer (P)
Bangalore Water Supply & Sewerage Board
Bangalore

[1] www.worldbank.org/debarr

Section 2 – Information to Consultants

1. INTRODUCTION

1.1. The Client named in the "Data Sheet" shall select a firm from amongst the Consultants who have submitted a complete Technical Proposal and Financial Proposal in accordance with the method of selection indicated in the Data Sheet.

1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several stages, the performance of the consultant under each stage must be to the client's satisfaction before work begins on the next stage.

1.4. The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment, consultants are encouraged to pay a visit to the Client specified in the Data Sheet before submitting a Proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5. The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed if any to carry out the services and make available relevant project data and reports.

1.6. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7. The Client expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1. Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

a. A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates Consultants or any of their affiliates in India shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2. As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8. It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

a. defines, for the purposes of this provision, the terms set forth below as follows:

i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.

b. will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

d. will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9. Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10. The Consultants shall be aware of the provision on fraud and corruption stated in the standard Contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the date and time indicated in the KPPP before the Proposal submission date. Any request for clarification must be sent in writing by KPPP only. The Client will respond to such requests and will upload the response (including an explanation of the query but without identifying the source of inquiry) in the Karnataka Public Procurement Portal.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through corrigenda/ addenda. Such Corrigendum/ Addenda shall be uploaded only on the Karnataka Public Procurement Portal and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1. Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the consultant.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and Consultant's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet. 3.5 The Technical Proposal shall not include any financial information.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursables such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The proposals must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

4.1 The original proposal shall be prepared and submitted through KARNATAKA PUBLIC PROCUREMENT PORTAL.

4.2 An authorized representative of the consultant initials all pages and the complete Proposal shall be uploaded / submitted on KARNATAKA PUBLIC PROCUREMENT PORTAL.

4.3 The proposal must be submitted with all pages numbered serially and official seal on the pages along with an index of submissions.

4.4 Consultant's completed proposal must be submitted on or before the date and time stated in the Data Sheet.

4.5 Deleted

4.6 Deleted

5. PROPOSAL EVALUATION

General

5.1 In Technical Evaluation, firms securing the minimum qualifying marks mentioned in of the RFP will be eligible for Financial evaluation .

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The Chief Engineer(P), BWSSB shall carry out its evaluation applying the evaluation criteria and points system specified in the data sheet Each responsive proposal shall be attributed a Technical score(St.) A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score of 75% indicated in the Data Sheet.

Financial Proposal–Part 2

5.4 After the evaluation of Technical Proposal is completed, the Client will notify the consultants who have qualified, indicating the date and time set for opening the Financial Proposals .The opening date should allow Consultants sufficient time to make arrangements for attending the opening. The notification will be sent by procurement portal only.

5.5 The Financial Proposals shall be opened through **Karnataka Public Procurement Portal** in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The financial proposals will be corrected for any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, the evaluation team shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost.

5.7 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: S S = t × T% + Sf × P% . The Consultant achieving the highest combined technical/ financial score will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held through KPPP. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the Consultant whose proposal received the second highest score to negotiate a contract.

7. AWARD OF CONTRACT

7.1 After completion of negotiations with the consultants, the Client shall award the Contract to the selected Consultant. Notification on Award of Contract for the Consultant will be made in writing to the successful Bidders by BWSSB.

7.2 The successful firm with whom the Contract is signed is expected to commence the assignment on the date and at the location specified in the datasheet.

8.CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

8.2 Procurement Related Complaint: The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Clause ref	Particulars	Details
1.1	Name of the client	Bangalore Water Supply and Sewerage Board
	Method of selection	Quality and cost based selection (QCBS),
1.2	Technical and financial proposals are requested	Yes
	Name of the assignment	Providing consulting services for detailed engineering, tendering, and implementation of Karnataka Water Security and Resilience Program (KWSRP) of Bangalore Water Supply & Sewerage Board (BWSSB)
	Objective of the assignment	Refer TOR.
	Description of the assignment	As per TOR
1.3	Assignment is phase	As per TOR
1.4	A pre-proposal conference will be held	Yes, pre-bid meeting as scheduled in KPPP.
	Date, Time & Venue	Please refer the KPPP.
	Name, Adress and Telephone numbers of the client's officials	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery bhavan, K G Road Bangalore-09. email: cep@bwssb.gov.in. Tel Ph : 08022945108
1.5	Client will provide the Following inputs	Office space
1.7.2	The Client envisages the need for continuity for downstream work	No
1.118 (e)	The clauses on fraud and corruption	As per sub clause 2.7.1 of GCC and *The World Bank's Guidelines on Preventing and Combating Fraud and Corruption in Program for Results Financing, dated February 1, 2012 and revised July 10, 2015, will be applicable to the referenced consultancy contract (Para 1.2) as provided at https://www.worldbank.org/en/programs/program-for-results-financing#3*

2.1	Clarifications may be requested upto	As per the clarification date specified in the KPPP.
	Adress for requesting Clarification	Only through KPPP.
3.1	Proposals should be submitted in the following language(s)	English
3.3	i.Shortlisted consultant may associate with other shortlisted consultant	NO
	ii.The estimated number of key professional staff months required for the assignment is	As per TOR
	iv.The minimum required experience of proposed key professional staff is:	As per TOR
	vi.Reports which are part of the assignment must be written in the following language	English
3.4	vii. Training is an important feature of this Assignment	No
	viii. Additional Information in the Technical Proposal includes	As detailed in TOR
3.10	Proposals must remain valid 90 days after the submission date i.e Until	90 days
4.3	Consultants must submit an original and ____ [Number] additional copies of each proposal.	The proposal should be submitted through KPPP only
4.4	The proposal submission address is:	Through KPPP only
	The information on the outer envelope should also include	Through KPPP only

<table>
<tr><td>4.5</td><td>Proposals must be submitted no later than the following date and time</td><td>Through KPPP only</td></tr>
<tr><td>5.1</td><td>The address to send information to the Client is:</td><td>Through KPPP only</td></tr>
<tr><td>5.3</td><td>The number of points to be given under each of the evaluation criteria are</td><td>
1. Specific experience of the consultants related to the Assignment - 10 points
a. Experience of International projects of comparable, size, complexity and technical specialty, (completed/substantially completed projects) 2.5 Points,
b. Experience in developing countries under comparable, conditions (completed/substantially completed projects) -2.5 points
c. Experience in External funded Projects- 5 points.
2. Adequacy of the proposed work plan and methodology in responding to the TOR 25Points
a. Technical approach and methodology, which should include: -15 points
i. Project Appreciation and objective of assignment.
ii. Approach to the Services
iii. Methodology to carry out the services
iv. Project Management Aspects
v. Energy Efficiency
vi. Innovation
vii. Learning from similar projects
b. Work plan, Organization and staffing- 10points
3. Qualifications and competence of the key professional staff for the 65 Points
<table>
<tr><td>Description</td><td>Points</td></tr>
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<tr><td></td><td></td><td>
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<tr><td>(i)General qualifications
Doctoral Degree in relevant field, Master’s degree in relevant field, Bachelor’s degree in relevant field, Master’s degree in non-relevant field, Bachelor’s degree in non-relevant field
20%, 18%, 15% , 10%, 5%</td><td>20</td></tr>
<tr><td>(ii) Length of Experience and Positions held.
Team Leader – Construction, Sr. Resident engineer, Sr. Design Engineer – Hydraulics, Sr. Design Engineer – Treatment process, Sr. Design Engineer Electrical and I&C, Sr. Design Engineer Mechanical:</td><td>35</td></tr>
<tr><td>(iii) Experience in region & language</td><td>10</td></tr>
<tr><td>TOTAL POINTS</td><td>65</td></tr>
</table>
Minimum technical score required to pass is : 75 points.
</td></tr>
<tr><td>5.8</td><td>The formula for determining the financial scores is the following:</td><td>[Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration]</td></tr>
<tr><td></td><td>The weights given to the technical and Financial Proposals</td><td>Quality-Cost Ratio: 80: 20. (Weight age for technical proposal evaluation is 80% and that for financial proposal is 20%)</td></tr>
<tr><td>6.1</td><td>The address for negotiations is</td><td>Office of the Chief Engineer (Projects)
Bangalore Water Supply and Sewerage Board
3rd Floor Cauvery bhavan, K G Road
Bangalore-09.
email: cep@bwssb.gov.in.
Tel Ph : 08022945108</td></tr>
<tr><td>7.2</td><td>The Assignment is expected to commence on</td><td>Will be intimated through of LOA</td></tr>
</table>

8.2	Procurement-related Complaint	The procedures for making a Procurement-related Complaint are detailed in the "KTPP Act Para 16 Appeal" If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: **For the attention**: *[insert full name of person receiving complaints]* **Title/position**: *[insert title/position]* **Client**: *[insert name of Client]* **Email address**: *[insert email address]* **Fax number**: *[insert fax number]****delete if not used*** In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of this Request for Proposal; **2.** the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and the Client's decision to award the contract.

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultant’s references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

From (Name of Consultant) To: (Name and Address of Client)

Sir,

Subject: Providing consulting services for detailed engineering, tendering, and implementation of **KARNATAKA WATER SECURITY AND RESILIENCE PROGRAM (KWSRP)** of Bangalore Water Supply & Sewerage Board (BWSSB)

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____(Date), and our Proposal. We are hereby submitting our Proposal, as per RFP requirements.

If negotiations are held during the period of validity of the Proposal i.e. before (Date) we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive we remain,
Yours sincerely,

Authorized Signature

Name and Title of Signatory:
Name of Firm:
Address:

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff Provided by Your Fi</td></tr>
<tr><td colspan="2">Name of Client & address:</td><td>No. of Staff:</td></tr>
<tr><td rowspan="2">Start Date (Month/Year)</td><td rowspan="2">Completion Date (Month/Year)</td><td>No. of Staff-Months:</td></tr>
<tr><td>Approx. Value of Services (in Current INR)</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>Number of months of professional staff provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff involved & functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Firm's Name: _____

Note: For claiming experience of projects undertaken as mentioned in the qualification criteria, copy of proof of experience must be enclosed.

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.
2.
3.
4.
5.

On the data, services, and facilities to be provided by the Client

1.
2.
3.
4.
5

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided in to the following three chapters:

Technical Approach and Methodology, Work Plan,
and Organization and Staffing,

Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form .

Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Key & Non-key Experts:

Sl. No	Name	Position	Task
1 2 4			

2. Support Staff

Sl. No.	Name	Position	Task
1 2 3 1			

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position:

_____

Name of the firm:

_____

Name of Staff:

_____

Profession:

Date of Birth:

_____

Years with Firm / Entity: _____ Nationality: _____

Membership in Professional Societies:

_____

_____

Detailed Tasks Assigned:

_____

Key Qualifications: _____

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and location. Use about half a page)

Education:_____

(Summarize College / University and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page)

Employment Record: _____

(Starting with present position, list in reverse order every employment held. List all positions held by staff members since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references. Where appropriate. Use about three-quarters of a page)

Languages:

_____

(for each language indicate proficiency: excellent, good, fair, or poor, in speaking, reading and writing)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.

_____ Date: _____

(signature of staff member and authorized representative of the firm) Date / Mon / Year

Full name of staff

Member: _____

Full name of authorized representative of

Firm: _____

3G: TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl.No.	Name	Position	Reports Due/Activities	Month wise Program (in the form of Bar Chart) [1st,2nd,etc.,are months from the start of assignment]			
				1st	2nd	3rd	Number of Months
1							Subtotal(1)
2							Subtotal(2)
3							Subtotal(3)
4							Subtotal(4)
-							-

Full-time:

_____Part-time:_____

Reports Due: _____

Activities Duration: _____

Signature:
(Authorized Representative)
Full Name:
Title:
Address:

Note: The Schedule should be for the period of completion of assignment

3H. ACTIVITY (WORK) SCHEDULE

N°	Activity[1]	**Months**wise Program (in form of Bar chart)++ [1st, 2nd etc are month from the start of assignment]												
		1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**n**
1														
2														
3														
4														
5														
n														

++ The program should be for the period of completion of assignment.

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs

4A. FINANCIAL PROPOSAL SUBMISSION FORM

FROM: (Name of Consultant)

TO: (Name and Address of Client) _____ _____

_____

Ladies/Gentlemen:

Subject: Hiring of Consultants' Services for ----------

---------- Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals).

Our attached financial proposal is for the sum of [Amount in words and figures]. Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Consultant:

Address

Note: The financial proposal should not be disclosed in the technical proposal, if so the tender will be technically non-responsive. GST is not applicable as this is a service tender.

4B. SUMMARY OF COSTS

Sl No.	Description	Amount in Rs.
1	Remuneration for Key & Non key experts	
2	Supporting Staff	
3	Transportation	
4	Office Supplies	
5	Submission of report with documentation	
6	Geotechnical/survey	

The office space of approximate 8x6m at Cauvery bhavan with minimum furniture's will be provided.

4C. BREAKDOWN OF COSTS (RS)

I REMUNERATION FOR STAFF

No.	Position	Name	Rate* (Rs.) **	Staff Month	Amount (Rs)
Key Evaluated Experts					
Sub Total					
Non-Key Evaluated Experts					
Sub-Total					
Total					

II Support Staff

Sl NO.	**Position**	**Name**	**Staff Month**	**Billing Rate**	**Amount in Rs.**
Total					

* The rates should not include any adjustment for inflation which will be separately paid for in accordance with Clause 6.2 (a) of S.C.C, wherever applicable.

** Provide the break up of the rates to show the basic salary, social costs and overhead.

Reimbursable expenditure indicated as below will be paid

	(The cost will be paid, as per the Section 4)					
1	Transportation, & office supplies LS					
a	Vehicles		5	60	31000	9300000
b	office supplies		1	30	9500	285000
2	Report and Document Printing LS					379500
	Survey & geotechnical(This					2000000

	reimbursable cost will be paid as per actuals)					
	Sub-Total					**119645 00**

SECTION 5

Terms of Reference for Providing the Project Management Consultancy Services

Terms of Reference (TOR) of the consultancy services

1. Background and Objectives of the Project

(1) **Background**

- Bangalore Water Supply and Sewerage Board's (BWSSB), jurisdiction covers an area of 800 sq.km and includes Bengaluru core area (245 sq.km), 8 erstwhile urban local bodies (330 sq.km) and 110 villages (225 sq.km).
- BWSSB is now supplying 1450 MLD (plus additional 400 MLD of water from Boreholes) of water to core area and 8 urban local bodies covering an area of 575 Sq.km. To cater the water supply needs of 110 villages extending over 225 sq. km, Work (Cauvery stage V) is underway to construct WTP of 775 MLD capacity and planned to be completed by May 2024.
- Presently, Bengaluru is generating around 1480 MLD of sewage on daily basis, and it is having 33 numbers of Waste water treatment plants (WWTP's) with total installed capacity of 1381.5 MLD i.e., in par with sewage generation having 100% capacity to treat the sewage generated in city.
- The 110 villages are located in the periphery of the Bruhat Bangalore Mahanagar Palike. The total area of these villages is about 225 Sqkm and as per census 2011 the population of 110 villages is around 11.03Lakh and presently about 30.05 Lakhs.

The lateral sewer network of 1550 Km in 110 villages was taken up in the year 2017 and implemented under separate project funded by GOK. Water supply distribution line covered under this project is 2400 kms was taken up in the year 2017 including storage reservoirs and the total kms of UGD network (laterals) laid in this project is 1745kms. The Project is completed in all respect and updating in GIS carried out for final settlement

- Due to limited financial assistance from GoK, rapid growth and addition of new villages, the Sewerage facilities to entire areas of 110 villages are not fully covered. This has resulted in need for additional network, ISPS and WwTPs.
- Construction of WWTPs and allied works are helpful to synchronies/comply with the orders/directions of Honb'le NGT with respect to entry of sewage into lakes through SWDs, pollution of water bodies in newly developed areas of BBMP limit and also to avoid urban flooding during monsoon.

(2) **Objectives of the Project**

- **Separation of Sewage from Strom Water**:

During floods sewage is mixed with storm water. Laying of piped sewer network helps in safe carrying and treatment of sewage thus avoiding flow of sewage in storm water drain and thus reducing the havoc during floods.

- **Treatment of Sewage as per NGT norms**:

It is proposed to construct WwTPs with Secondary/Tertiary treatment and the effluent confirms to NGT/CPCB standards. BWSSB has proposed 9 new WwTP's under World Bank funding, their location, capacity and utilization of treated Wastewater has been tabulated in Table A.

Reuse applications of Tertiary treated sewage for Toilet flushing, Fire protection, Vehicle exterior washing, Landscaping, Horticulture and Agriculture.

S.No	Parameter	Unit of Measurement	As per CPHEEO Manual (Table 7.19 modified)	Recommended for design (BWSSB)
	Turbidity	NTU	< 2.0	< 2.0
	SS	mg/L	As arising	As arising
	TDS	mg/L	2100	< 1000
	pH	-	6.5-8..5	6.5-8..5
	Temperature	°C	Ambient	Ambient
	Oil & Grease	mg/L	Nil	Nil
	TN	mg/L	10.0	< 5.0
	BOD	mg/L	£ 6.0	< 5.0
	COD	mg/L	As arising	< 30.0
	TP	mg/L	1.0	< 1.0
	Residual Chlorine	mg/L	1.0	~1.0
	Fecal coliform	MPN/ 100mL	Nil	Nil
	Color	-	Colorless	Colorless

S.No	Parameter	Unit of Measurement	As per CPHEEO Manual (Table 7.19 modified)	Recommended for design (BWSSB)
	Odour	-	No foul odour	No foul odour

- **Reuse of Tertiary treated water for non-potable purposes**.

As the water is treated to Tertiary level, which is safe for non-potable use. The treated water can be used for car washings, construction, non-potable uses in commercial/High rise buildings, gardening, landscaping, recreation centers, horticulture purposes etc. Based on the water quality requirement, the tertiary treated waste water can be used in various industrial applications like manufacturing, various processes, coiling, boiler water, cleaning etc., with adequate treatment as per industrial water quality requirement.

- **Lake Filling applications of Secondary treated sewage parameters complied to NGT Norms are as below.**

The construction of WWTP's near lake, the treated waste water can be supplied to water starved lakes. This result in the lakes getting rejuvenated and the underground water table of the surrounding areas.

Table 1 : Effluent Standards of Secondary Treated Water

Sl No	Parameters	Unit	Design paramters
1	pH - Instantaneous range		6.5 - 8.0
2	BOD_5 at 200C- Maximum monthly average	mg/L	≤ 10
3	COD - Maximum monthly average	mg/L	≤ 50
4	TSS - Maximum monthly average	mg/L	≤ 10
5	Total Nitrogen - Maximum monthly average	mg/L	≤ 10
6	Alkalinity - Minimum instantaneous	mg/L as CaCO3	≥ 70
7	Total Phosphorus - Maximum monthly average	mg/L	≤ 1
8	Residual Chlorine - Instantaneous	mg/L	~ 0.75
9	Fecal Coli-form - Maximum monthly average	MPN/100 mL	≤ 100

- **Pumping of Excess treated waste water to drought prone areas**

The districts/ places around Bangalore are facing severe water crisis due to depletion of ground water level and low precipitation during monsoon. The treated waste water which is equivalent to potable water quality can be used as a source to fill the water

bodies and direct recharge of bore wells. Thus, rejuvenating the water bodies and maintain ecological system.

- **Reduction in dependency on Surface water/fresh water**:
  Encouraging the public/Industries/Bulk users to use the treated waste water for non-potable purpose, reduces the dependency on ground or surface water.
- **Drought Management**:
  As Bengaluru is dependent on piped Cauvery water and under-ground water, during monsoon failure and summer the use of treated waste water either for lake rejuvenation or for non-potable purpose helps to manage the drought effectively. The filling of lakes with treated water which is perineal in availability, act as major recharge points for the ground water resulting in improvement of ground water in and around the lakes.
- **Overall objectives as detailed above leads to achieve the following goals:**
  - To reduce the quantity of sewage entry in to storm water drains and lakes.
  - To avoid flash flood during monsoon season, by diverting sewage flow in sewers and treated in WWTPs without mixing with rain water.
  - Piped network with good sanitation system.
  - Reduction in carbon foot print.
  - Bangalore city will be clean and green based on advanced sewage network
- To enhance climate resilient infrastructure in Bengaluru.
- To fillTanks of drought prone areas.

(3) **Location of the Project**

The Project area covers the jurisdiction of BWSSB (Bangalore Water Supply and Sewerage Board) for sewerage services, located in the State of Karnataka, as shown in Attachment 1, including core area, 8 ULBs and 110 Villages as shown in Table 1.

Table 1 : The project area

Core Area	245 km^2
8 ULBs (Yelahanka, K.R. Puram, Mahadevpura, Bommanahalli, R.R. Nagar, Kengeri, Dasarahalli, Byatrayanapura)	330 km^2
110 Villages	225. km^2

2. Outline of the Project

(1) Introduction

During the last two decades the city of Bangalore has been experiencing unprecedented Rapid growth in the field of Industrial, Commercial and Institutional sectors. This phenomenal growth has resulted in unplanned urban activities surrounding Bangalore and increase in population and construction activities. Further, the population of Bangalore city has increased by 50% over the last decade 12.765 population (2021) vs

8.5 million (2011). The 110 villages located in the periphery of the Bruhat Bangalore Mahanagar Palike has the area about 225 Sqkm and the present population is around 30.05 Lakh, demanding basic infrastructures. This sudden growth in population is posing tremendous pressure on infrastructure especially on Water Supply and Under Ground Drainage system.

- The BWSSB has been implementing urban investment projects with funds assistance from international agencies. The investments have made improvements in the living standards of the public, yet there is further scope and accordingly, BWSSB proposes to implement “Karnataka Water Security and Resilience Program (KWSRP) ” assisted by World Bank (WB)
- The Karnataka Water Security and Resilience Program envisages to enhance Karnataka’s resilience against the impacts of climate change and natural disasters, facilitate the mainstreaming of climate and disaster resilience in planning, and implementation of investments
- The project enhances the climate resilience of Bengaluru city to minimize flood runoff, to ensure free flow of storm water, to address the flooding challenges in a comprehensive manner and attain solutions on long term basis, to protect the existing waterways and water bodies from environmental degradation. Identify a coordinated and resilient network of used water collection, conveyance and treatment facilities - referred to as water reclamation plants (WRPs) and recycled water treatment plants (RWTPs). Define robust and efficient treatment technologies that are flexible to future challenges associated with population growth, emerging contaminants, stringent treated effluent quality standard, climate change, etc. Promote optimized operation of the used water collection and treatment system, along with best practice asset management. Identify initiatives to ensure financial sustainability.
- Located on a ridge in the Karnataka Plateau, the city of Bengaluru is far away from any rivers and has historically depended on local wells and lakes as its water sources. The city has a history of famine and drought. However, as the population has rapidly increased in the past decades, the city regularly suffers acute water shortages and is at risk of running out of water. Drought incidence is expected to rise by up to 10 % by 2050. Temperatures are expected to rise by 1.7°C to 2.2°C by the 2030s (Karnataka State Action Plan on Climate Change, 2012, Environmental Management & Policy Research Institute and The Energy and Resources Institute).
- The project envisages a multi-sectorial approach towards strengthening resilience in Bangalore City and enhancing the community's resilience against the adverse impacts of climate-induced extreme events like floods and drought through effective climate and disaster risk governance and effective last mile delivery of early warning systems.
- Major activities of the Karnataka Water Security and Resilience Program are as under:
    - Climate resilient infrastructure in Bengaluru
    - Mainstream Flood & Drought risk Management
    - Institutional strengthening and capacity building
    - Enhancing climate finance accessibility
    - Project implementation support
- BWSSB will implement the works under the sub component Mainstream Flood & Drought risk Management

(1) Packages and procedure

Competitive Bidding in accordance with Karnataka Transparency in Public Procurement Act (hereinafter referred to as "KTPPA") will be applied for WBS-1, WBS-2, WBS-3, WS-4 and WSB-5 for sewerage.

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Table 2: Procurement Package and Procedure of the Project

Package	Procurement procedure
WBS1, WBS2, WBS3, WBS4 and WBS5	Competitive Bidding State Document in accordance with KTPPA. (Technical and Financial bids) Hybrid- DBO and Item rate

(1) Funding Source

Funding sources of the Project, including that for the Consultancy Services, are both World Bank Loan and Government of Karnataka (GoK) own budget.

- WBS-1,WBS-2,WBS-3,WBS-4 and WBS5 are funded by World Bank Loan
- Consulting Service for all packages is funded by World Bank Loan[2]

(1) Executing Agency

The Executing Agency / Implementing Agency of the project is BWSSB.

The Chief Engineer (Project) , BWSSB is having 5 Divisions to execute this entire project.

- Under EE(P1)/EE(Cst) division, going to execute (package WBS-1) sewerage network and STP construction work for Rajarajeswari and Dasarahalli zones.
- Under EE(P-2) division, going to execute (package WBS-2) sewerage network and STP construction work for Byatarayanapura zone.
- Under EE(P-3) division, going to execute (package WBS-3 and WBS-4)) sewerage network and STP construction work for Bommanahalli zone.
- Under EE(P-4) division, going to execute (package WBS-5) sewerage network and WWTP construction work for Mahadevapura zone.

(2) Technical Information

The final report on the "To identify the Gaps in Sewerage system, Assessment of Sewage entry into SWD and Water Bodies located in 110 Villages and surrounding areas of BBMP with Comprehensive Analysis" which consists of following details

[2] Karnataka Water Security and Resilience Program (P506272) https://projects.worldbank.org/en/projects-operations/project-detail/P506272

Name of Reports	**Details**
Existing Assets Information	Existing sewerage facilities in the 110 villages area are analysed
Memorandum of Estimated Future Needs	In this task, estimate of the funds needs in the 110 villages for the time horizon up to 2039 and 2054 of expansion of sewerage improvements are provided
Report on Sewage Assessment	• Analysis of the existing sewage disposal practices in the 110 villages • Remedial action plan with relevant technical solutions to plug the Sewage entry into storm water drainage network, into Lakes /Water bodies • Feasibility to set up Suitable Treatment plants with appropriate technology with cost implication and included in the report.
Report of Environmental Hazards due to sewage Entry to Lakes & SWD and its Impacts	• Identification of environmental hazards due to entry of sewage to Lakes and SWD • Includes identified hazards, potential impacts on surrounding environments.
Report of Remedial Measures to Prevent Environmental Hazards and Solutions	Mitigation measures to avoid, minimize foreseen environmental risks.
Report on Potential Reuse of Treated Wastewater	Non portable applications such as agricultural and landscape irrigation and industrial uses. Groundwater recharge potential for indirect potable reuse
Report on Economic and Benefit -Cost Analysis	Detailed Cost benefit Analysis & socio-economic analysis

Name of Reports	Details
Report on Regulatory Barriers	Includes guidelines that limit or regulate the ways in which sewage can be discharged into the environment.
Report on Financing Options	Financing options through State / Central Government's budgetary support or developmental financing from international infrastructure financing organizations like the ADB, JICA, World Bank, etc

3. Objective of the Consulting Service

The consulting services shall be provided by consulting firm (hereinafter referred to as "the Consultant") with Guidelines for the K/C-2, KTPP ACT 2001 . The objective of the consulting services is to achieve the efficient and proper preparation and implementation of the Project through the following works:

(1) Review of the detailed design for WBS1, WBS-2,WBS-3 , WBS4 and WBS-5
(2) Conceptual design for DB / DBO packages
(3) Detailed design for (1) and (2) above
(4) Tender document preparation and assistance for evaluation for packages not included in (1) above
(5) Construction supervision for DBO/Item rate contract packages
(6) Construction supervision including for other contract packages
(7) Verification and approval of the as-built drawings
(8) Facilitation of Implementation of Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP) and Resettlement Action Plan (RAP)
(9) Technology transfer for engineering solutions, energy efficient equipment
(10) Public outreach program
(11) Development of recycle and reuse program based on demand assessment and reuse need for effective implementation.
(12) Facilitation of a platform to discuss surface water pollution abatement in Bengaluru
(13) Promotion of the construction of sewerage house connections

4. Scope of the Consulting Service

The Consultant shall carry out the Consulting Services through the following work items:

(1) **Review of the Detailed Design WBS-1, WBS-2, WBS-3 ,WBS-4 and WSB-5**
The Consultant shall:

a) Review the detailed design conducted by another consultant to be hired by BWSSB and recommend modifications to BWSSB with justification, if necessary:

b) Coordinate the interface mutually on concept and design of facilities.

(2) **Conceptual Design for packages under DBO packages**
The Consultant shall:

a) Review and verify all available technical information on the Project and recommend modifications with justifications, if necessary;

b) Carry out all the required engineering surveys and investigations such as topographical survey, hydrological survey, geotechnical surveys, material availability survey, land availability survey, soil condition survey, traffic impact survey, wastewater quality analysis etc as applicable to the concerned project components;

c) Prepare work plan, progress reports and implementation schedule for the Project to ensure effective monitoring and timely project outputs, and regularly update the same:

d) Prepare the Conceptual design of the DBO contract packages in sufficient detail to ensure clarity and understanding by the BWSSB, contractors and other relevant stakeholders. All the design should be in conformity with the Indian standards or with the appropriate international standards;

e) The conceptual design will, as a minimum, include a description of all the processes, general layout plan, cost estimates, necessary calculations, overall process flow diagram, and instrumentation plan and implementation schedule for the Project ;

f) Preparation of technical specifications to be included in the bid documents;

g) Preparation of “Operation and Maintenance Requirement (including risk allocation, payment method, monitoring and evaluation method etc.) to be included in the bid documents of DBO contract packages; and

h) Such specifications will contain those in relation to i) quality control of plant materials and workmanship, ii) safety, and iii) protection of the environment. The conceptual design shall be prepared in close consultation with, and to meet the requirements of BWSSB and will be incorporated into the conceptual design report to be submitted for approval of BWSSB.

(3) **Detailed design**
The Consultant shall:

a) Review and verify all available technical information on the Project and recommend modifications with justifications, if necessary;

b) Carry out all the required engineering surveys and investigations such as topographical survey, hydrological survey, geotechnical surveys, material availability survey, land availability survey, soil condition survey, traffic impact survey etc as applicable to the concerned project components;

c) Carry out Hydraulic analyses of the pipelines for final determination of the pump head, countermeasure for water hammer and diameter of pipes;

d) Prepare detailed work plan, progress reports and implementation schedule for the Project to ensure effective monitoring and timely project outputs, and regularly update the same; and

e) Prepare the detailed design of the Project in sufficient detail to ensure clarity and understanding by the BWSSB, contractors and other relevant stakeholders. All the design should be in conformity with the Indian standards or with the appropriate international standards. The detailed design will, as a minimum, include construction drawings, detailed cost estimates, necessary calculations to determine and justify the engineering details for the project, associated contract documentation to include detailed specification, bill of quantities (BOQ), and implementation schedule for the Project. Such detailed specifications will contain those in relation to i) quality control of plant, materials and workmanship, ii) safety, and iii) protection of the environment. The detailed design shall be prepared in close consultation with, and to meet the requirements of BWSSB and will be incorporated into detailed design report to be submitted for approval of BWSSB.

f) Economical viability for adoption and implementation of renewal source of energy (solar) for 28MLD capacity WwTP at Soulkere.

g) Undigested sludge- Recent Innovative reuse technology for undigested sludge with biogas generation & solar drying implementation for 35 MLD capacity WwTP at Anjanapura.

h) All the specification required for process selection shall be as per CPHEEO & open technology specification shall be considered in bidding document for better competition.

(4) **Tender assistance**

a) Assistance in pre-qualification (PQ) for all packages

The Consultant shall:

- ✓ Define technical and financial requirements, capacity and/or experience for PQ criteria taking into consideration the technical feature and the magnitude of the Project based on KTPP Act;
- ✓ Prepare PQ documents in accordance with the latest version of KTPP Act;
- ✓ Assistance to BWSSB in PQ announcement, addendum/corrigendum, and clarifications to the applicants' queries;
- ✓ Evaluate PQ applications in accordance with the criteria set forth in PQ documents; and
- ✓ Preparation of PQ evaluation report to be submitted to BWSSB.

b) Assistance in the Bidding Procedure:

The Consultant shall:

- ✓ Prepare bidding documents in accordance with the latest version of KTPP Act, Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor" with General Conditions of Contract of FIDIC Gold Book (edition 2008) for all packages;
- ✓ Prepare bidding documents in accordance with the latest version of "KTPP Act Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor" all packages. Prepare bidding

documents in accordance with the latest version of KTPP Act, for packages under design-bid-build contract together with all relevant specifications, drawings and other documents, for all

Prepare bidding documents which includes i) clauses stating that the Contractor is to comply with the requirement of the environmental impact assessment report, such as Environmental Impact Assessment (EIA) and the Initial Environmental Examination (IEE), whichever applicable, the Environmental Management Plan (EMP) and to conduct environmental monitoring following the Environmental Monitoring Plan (EMoP) in line with the World Bank's E&S requirements, ii) the specification clearly stipulating the safety requirements in accordance with the laws if any, and also in consideration iii) the requirement to furnish a safety plan to meet the safety requirements, iv) the requirement for the personnel for key positions to include an accident prevention officer, and v) the requirement to submit method statements of safety to BWSSB and the consultant at the construction stage (vi)Program-for-Results Financing (PforR)

The world Bank has developed PforR a financing instrument having a unique features which links the disbursement of funds to the achievement of specific program results and supporting the Department in enhancing the effectiveness and efficiency of the project to achieve tangible and sustainable results

This emphasizes on delivery of services and achieving specific, per-defined outcomes.

 Results-Based Financing: Unlike traditional lending, where funds are disbursed based on inputs and activities, PforR links the release of funds to the attainment of measurable results. This approach aims to incentive better performance and ensure that funds are used effectively to achieve the intended outcomes.

 Focus Areas: PforR financing focuses on tangible results can be measured and emphasizing on improving the delivery of services and achieving specific, pre-defined outcomes.

 Design and Implementation: The World Bank sets clear objectives and performance indicators. Which are used to monitor progress and determine when funds should be released.

 Risk Management: PforR includes measures to manage and mitigate risks associated with achieving the desired results. This involves assessing potential risks and putting in place mechanisms to address them.

 Monitoring and Evaluation: Regular monitoring and evaluation are crucial in PforR operations to track progress and make adjustments as needed. This ongoing oversight helps ensure that the program stays on track to achieve its goals.

As a part of the project, the PMC are also equally responsible for achieving the targets and capacity building of the institution has to be put-forth in each of the activity carried out by the consultant.

Integrity of the department, project, and the donor agency has to be safe guarded in each of the activity carried by the consultant.

- ✓ Assist BWSSB in issuing bid invitation, conducting pre-bid conferences, issuing addendum/corrigendum, clarifications, and clarification to bidder's queries;

- ✓ Evaluations of the bids in accordance with the criteria set forth in the bidding documents. In such evaluation, the Consultant shall carefully confirm that bidders' submissions in their technical proposal including, but not limited to; site organization, mobilization schedule, method statement, construction schedule, safety plan, and EMP, have been prepared in consistent with each other and meet requirements set forth in applicable laws and regulations, specifications and other parts of the bidding documents;
- ✓ Prepare a bid evaluation report for approval of the bid evaluation committee;
- ✓ Assistance to BWSSB in contract negotiations by preparing agenda and facilitating negotiations including preparation of minutes of negotiation meetings; and
- ✓ Preparation of draft and final contract agreements.

(5) **Construction supervision for DBO contract packages**

The Consultant shall perform his duties during the Design-Build period in accordance with the contracts to be executed by the Employer and the contractor. Building and Engineering Works, designated by the Contractor will be applied to the DBO contract packages. In this context, the Consultant shall:

a) Act as the Engineer's Representative to execute construction supervision and contract administration services in accordance with the power and authority to be delegated by the Employer;

b) Provide assistance to the Employer concerning variations and claims that are to be ordered/issued at the initiative of the Employer. Advise the Employer on resolution of any dispute with the Contractor;

c) Issue instructions, approvals, and notices as appropriate;

d) Provide recommendation to the Employer for acceptance of the Contractor's performance security, advance payment security and required insurances;

e) Provide commencement order to the Contractor;

f) Assess adequacy of all inputs such as materials, labor, and equipment provided by the Contractor;

g) Check and approve the Contractor's method of work, including site organization, program of performance, quality assurance system, safety plan, method statements of safety, and environmental monitoring plan so that the requirements set forth in the applicable laws and regulations, the specifications or other parts of the contract are to be duly respected;

h) Regularly monitor physical and financial progress and take appropriate action to expedite progress, if necessary, so that the time for completion set forth in the contract will be duly respected by the Contractor;

i) Explain and/or adjust ambiguities and/or discrepancies in the Contract Documents and issue any necessary clarifications or instructions;

j) Review and approve the Contractor's design and the drawings for the works to be constructed;

k) Review and approve the Contractor' drawings, shop drawings and drawings for temporary works;

l) Liaise with the appropriate authorities to ensure that all the affected utility services are promptly relocated;

m) Carry out field inspections on the Contractor's setting out of the works in relation to original points, lines and levels of reference specified in the contract;

n) Organize, as necessary, management meetings with the Contractor to review the arrangements for future work. Prepare and deliver minutes of such meetings to the Employer and the Contractor;

o) Supervise the works so that all the contractual requirements are met by the Contractor, including those in relation to i) quality of the works, ii) safety, and iii) protection of the environment. Confirm that an accident prevention officer proposed by the Contractor is duly assigned at the project site. Require the contractors to take appropriate remedies if any questions are recognized regarding the safety measures;

p) Supervise field tests, sampling, and laboratory test to be carried out by the Contractor;

q) Inspect the construction method, equipment to be used, and workmanship at the site, and attend shop inspection and manufacturing tests in accordance with the Employer's Requirements;

r) Verify statements submitted by the Contractor and issue payment certificates such as interim payment certificates and final payment certificate as specified in the contract;

s) Coordinate the works among different contractors employed for the Project;

t) Modify the Employer's Requirements as may be necessary in accordance with the actual site conditions and issue variation orders (including necessary actions in relation to the works performed by other contractors working on other projects, if any);

u) Carry out timely reporting to the Employer for any inconsistency / causes of delay in executing the works and suggesting appropriate corrective measures to be applied;

v) Inspect, verify and fairly determine claims issued by the parties to the contract (i.e. the Employer and Contractor) in accordance with the contract;

w) Supervise the Test on Completion carried out by the Contractor and assist the Employer in carrying out the Test after Completion, if applicable;

x) Perform the inspection of the works and issue certificates such as the Taking-Over Certificate, Performance Certificate as specified in the contract,

y) Check and certify as-built drawings prepared by the Contractor; and

z) Check and certify the operation and maintenance manual prepared by the Contractor.

aa) In case of accidents during the construction, assist the Employer to report to World Bank the details of such accidents in a manner reasonably requested by world Bank.

bb) Prepare and submit reports to the (name of Executing Agency), in relation to the implementation of the Project.

(6) **Construction supervision for Item rate works,**

The Consultant shall perform his duties during the contract implementation period of the contracts to be executed by the Employer and the contractor. For Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, designated by the Contractor will be applied to this Project. In this context, the Consultant shall:

a)Act as the Engineer's Representative to execute construction supervision and contract administration services in accordance with the power and authority to be delegated by the Employer;

b)Provide assistance to the Employer concerning variations and claims that are to be ordered/issued at the initiative of the Employer. Advise the Employer on resolution of any dispute with the Contractor;

c)Issue instructions, approvals, and notices as appropriate;

d)Provide recommendation to the Employer for acceptance of the Contractor's performance security, advance payment security and required insurances;

e)Provide commencement order to the Contractor;

f)Assess adequacy of all inputs such as materials, labor, and equipment provided by the Contractor;

g)Check and approve the Contractor's method of work, including site organization, program of performance, quality assurance system, safety plan, method statements of safety, and environmental monitoring plan so that the requirements set forth in the applicable laws and regulations, the specifications or other parts of the contract are to be duly respected;

h)Regularly monitor physical and financial progress and take appropriate action to expedite progress if necessary, so that the time for completion set forth in the contract will be duly respected by the Contractor;

i)Explain and/or adjust ambiguities and/or discrepancies in the Contract Documents and issue any necessary clarifications or instructions.

j)Review and approve the Contractor's design for the works to be constructed, working drawings, shop drawings, and drawings for temporary works.

k)Liaise with the appropriate authorities to ensure that all the affected utility services are promptly relocated;

l) Carry out field inspections on the Contractor's setting out of the works in relation to original points, lines, and levels of reference specified in the contract;

m) Organize, as necessary, management meetings with the Contractor to review the arrangements for future work. Prepare and deliver minutes of such meetings to the Employer and the Contractor;

n) Supervise the works so that all the contractual requirements are met by the Contractor, including those in relation to i) quality of the works, ii) safety and iii) protection of the environment. Confirm that an accident prevention officer proposed by the Contractor is duly assigned at the project site. Require the contractors to take appropriate remedies if any questions are recognized regarding the safety measures;

o) Supervise field tests, sampling, and laboratory test to be carried out by the Contractor;

p) Inspect the construction method, equipment to be used, and workmanship at the site, and attend shop inspection and manufacturing tests in accordance with the Employers Requirements;

q)Verify statements / invoices submitted by the Contractor and recommend for issue payment certificates such as interim payment certificates along with QA/QC certificate, safety certificate and final payment certificate as specified in the contract;

r) Coordinate the works among different contractors employed for the Project;

s) Modify the Employer's Requirement as may be necessary in accordance with the actual site conditions, and issue variation orders (including necessary actions in relation to the works performed by other contractors working on other projects, if any);

t) Carry out timely reporting to the Employer for any inconsistency in executing the works and suggesting appropriate corrective measures to be applied;

u) Inspect, verify, and provide recommendation to the Employer concerning claims issued by the parties to the contract (i.e. the Employer and Contractor) in accordance with the contract;

v) Supervise the Test on completion carried out by the Contractor and assist the Employer in carrying out the Test after Completion, if applicable;

w) Perform the inspection of the works and issue certificates such as the Taking-Over Certificate, Performance Certificate as specified in the contract;

x) Provide periodic and/or continuous inspection services during defects notification period, and if any defects are noted, instruct the Contractor to rectify;

y) Check and certify as-built drawings prepared by the Contractor; and

z) Check and certify the operation and maintenance manual prepared by the Contractor.

aa) In case of accidents during the construction, assist the Employer to report to World Bank the details of such accidents in a manner reasonably requested by World Bank.

(8) **Facilitation of Implementation of Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP) and Resettlement Action Plan (RAP)**
The Consultant shall assist BWSSB in the environmental management and monitoring through the following works:

a) Review and update EMP according to the actual site conditions, designs, technical specifications and contract documents;

b) Review and update EMoP according to the updated EMP;

c) During the preparation of bidding documents, clearly identify environmental responsibilities as explained in the EIA, Final Report of Preparatory Survey and EMP;

d) Assist BWSSB to review the Construction Contractor's Environmental Program to be prepared by the contractor in accordance with EMP, relevant plans and JICA Environmental Guidelines and to make recommendations to BWSSB regarding any necessary amendments for its approval

e) Supervision of EMP implementation and implementation of regular compliance monitoring according to EMoP to ensure that the construction works are implemented in accordance with the EMP;

f) Assist BWSSB to implement the measures identified in the EMP

g) Monitor the effectiveness of EMP and negative impacts on environment caused by the construction works and provide technical advice, including a feasible solution, so that BWSSB can improve situation when necessary;

h) Assist BWSSB in monitoring the compliance with conditions stated in the environmental permit certifications and the requirements under EMP and JICA Environmental Guidelines. Submit the Environmental Monitoring Report to BWSSB at every three months after the commencement of the services until the completion of the Project. The Environmental Monitoring Form attached as Appendix# will be filled and attached the Report;

i) Assist BWSSB in preparation of the answer to the request from World Bank & other Local Bodies for environmental and social considerations if necessary; and

j) Assistance to BWSSB in the capacity building of BWSSB staff on environmental management through on-the-job training on environmental assessment techniques, mitigation measure planning, supervision and monitoring, and reporting so that the EMoP would be carried out appropriately in the O&M of the seawater desalination plant.

(9) **Technology Transfer for engineering solutions, energy efficient equipment**

The Consultants shall carry out technology transfer as an important aspect in design and supervision of works such as to achieve higher level of treatment for water and waste water, energy efficiency, automation and to develop standard operating procedures.

The Consultant shall provide the opportunity to the BWSSB officers and staff to be involved in the working team of the Consultant during the design, contract administration and supervision works for their capacity building wherever possible. If requested by BWSSB, the Consultant shall brief and demonstrate the survey and design procedure, the construction supervision and contract management process and procedures. The consultant shall assist BWSSB and its staff to build their capacity as a part of on the job training under the Project.

10) **Development of recycle and reuse program based on demand assessment and resue need for effective implementation**

a) Target : Residents in Bengaluru, Developers, industry water users
b) Method : Workshop, seminar, Mass Media, Training in school
c) Purpose : To promote treated wastewater reuse properly by understanding the necessity and sanitation information
d) Major Items:
   - ✓ To understand the necessity of wastewater reuse.
   - ✓ To share knowledge/ information of sewage, sewage treatment and waste water reuse
   - ✓ To share knowledge / information of utilisation of treated wastewater safely including sanitary consideration.
   - ✓ To understand and promote the activity of wastewater reuse by BWSSB.

(13) **Facilitation of a platform to discuss surface water pollution abatement in Bengaluru**

The Consultants shall assist BWSSB to facilitate a platform to discuss surface water pollution abatement in Bengaluru through the following works:

a) Hold a seminar where the stakeholders, encountering the water pollution problem, such as pollution dischargers, regulators and/or surface water users can understand and discuss the causes and the effects of pollution; and
b) Arrange inputs of successful experiences on wastewater discharge regulations such as administrative system and monitoring technologies to the seminar stipulated in item a) including inviting experts from Japan.

(14) **Promotion of the construction of sewerage house connections**

The Consultants shall assist BWSSB to promote the construction of sewerage house connections through the following works:

a) Hold information sessions where target residents and business establishments for sewerage services easily understand the sewerage system and the importance of the house connections; and
b) Make and distribute visual materials to help target residents and business establishments for sewerage services to understand the sewerage system and the importance of the house connections.

5. Expected Time Schedule /Deployment Schedule

The total duration of consulting services will be 60 months including defects notification period. The implementation schedule expected is as shown in Table 3. The detailed schedule is shown in Attachment 3.

The consultants need to deploy the staffs as per the deployment schedule detailed below under respective sub-categories:

Stages	**Deliverables**	**Time (from the Start)**	**Remarks**
Part A (Total 4	Appraisal of relevant data	September	The staffs need to be

Stages	Deliverables	Time (from the Start)	Remarks
months)	already available. Further, the deliverables includes Survey, Geo-technical, Detailed design report, Bills of Quantity and Technical Specifications covering estimation, tendering drawings etc as per TOR	-2024 to December-2024	deployed as per the schedule detailed in Qualification of Key Experts
Part B (Total 4 months)	Tendering, Pre-bid queries, Evaluation, and awarding.	January 2025 to April 2025	
Part C (Total 52 months)	Execution of contract as per the TOR, followed by Monthly Reports, FAT, SAT, review meetings including Defects Liability period.	May 2025 onwrads including DLP	

Table 3: Implementation Schedule Expected

Key Activities	Date	Duration in Months	Duration from the start	Scope of work
Commencement of Consulting Services	September 2024	-	-	Part A
Design, preparation of drawings and tender documents	September 2024 to December 2024	4	4	Part A
Tender process including Pre-Qualification	January 2025 to April 2025	4	4	Part-B
Construction Works for Sewerage including Defect Notification Period for entire work	May 2025 onwards including DLP.	52	52	Part-C

6. Staffing

- Key Expert Engineers (Evaluated) of 16 Nos. will be engaged for a total of 410 man-months (MM), as per the deployment schedule detailed above under (5)
- Non-Key Expert Engineers of 24 Nos. will be engaged for a total of 265 man-months
- Supporting Staff - of 9 Nos. for 270 manmonths need to be engaged.

(1) Qualification of Key Experts

The qualification of Evaluated Key Experts and non-evaluated (key as well as non-key personnel) as well as their respective man-months is presented in the subsequent tables below (Table 4):

Sl. No	Key Expert Position	No of Positions	Qualification and Experience Requirement	Man-months	Evaluated Position – Yes / No	Part A	Part B	Part C
	KEY EXPERTS (Evaluated)							
1	Team Leader - Sewerage	1	Should have at least 20 years of experience in urban wastewater / sewerage related projects. Should have Master's Degree in Civil / Environmental / Mechanical / Chemical Engineering. He should be well versed with e-governance procedures and handled coordination of a project with similar size. Should have handled at least 2 comprehensive urban wastewater / sewerage project of each capacity of 100 MLD involving construction supervision, contract management, commissioning assistance should have handled at least one ODA Loan project funded by multilateral and bilateral funding	50	Yes	4	4	42

Sl. No	Key Expert Position	No of Positions	Qualification and Experience Requirement	Man-months	Evaluated Position – Yes / No	Part A	Part B	Part C
			agencies.					
2	Deputy Team Leader	1	Should have at least 20 years of experience in urban wastewater / sewerage related projects. Should have Master's Degree in Civil / Environmental / Mechanical / Chemical Engineering. Should have handled at least one comprehensive urban sewerage/sewage treatment project comprising of sewer, sewage pumping stations and sewage treatment plants having an area of 100 sqkm, including process design, detailed design, monitoring and commissioning of sewerage projects including PMC, Should have handled at one ODA Loan project.	30	Yes	4	4	22
3	Contract Engineer	1	Should have at least 15 years overall and 10 years relevant experience with Bachelor Degree in Civil / Mechanical/ Electrical Engineering or equivalent. Should	20	Yes	4	4	12

Sl. No	Key Expert Position	No of Positions	Qualification and Experience Requirement	Man-months	Evaluated Position – Yes / No	Part A	Part B	Part C
			have worked in Externally Funded projects (World Bank/ JICA / ADB etc).					
4	Senior Design Engineer-Process	1	Should have at least 15 years overall with 5 years relevant experience with Bachelor in Environmental / Chemical/Civil. Should have completed one project in India in waste water treatment of capacity of 50 MLD or more	25	Yes	4	4	17
5	Senior Design Engineer-Geo Technical	1	Should have at least 15 years overall experience with Masters in Geo-technical and Bachelor in Civil/Environmental.	15	Yes	2	2	11
6	Sr. Design Engineer - Structural	1	Should have at least 15 years overall with 10 years relevant experience with Masters in Structural/Geo-technical and Bachelor in Civil/Environmental. Should have experience in water retaining structures	30	Yes	2	2	26
7	Sr. Design	1	Should have at least 15 years overall with	30	Yes	2	1	27

Sl. No	Key Expert Position	No of Positions	Qualification and Experience Requirement	Man-months	Evaluated Position – Yes / No	Part A	Part B	Part C
	Engineer - Mechanical		10 years relevant experience with Bachelor in Mechanical. Should have completed one project in India in water treatment / pumping facility of capacity of 100 MLD or more					
8	Sr. Design Engineer - Electrical	1	Should have at least 15 years overall with 10 years relevant experience with Bachelor in Electrical. Should have completed one project in India in water treatment / pumping facility of capacity of 100 MLD or more	30	Yes	2	1	27
9	Sr. Design Engineer - Instrumentation, Control and Automation	1	Should Bachelor degree in Electrical / Instrumentation Control and Automation with Should have at least 15 years overall experience, with at least 10 years relevant experience in instrumentation control and automation in water supply transmission and sewerage, pumping and treatment. Should have completed one project in India in	25	Yes	2	1	22

Sl. No	Key Expert Position	No of Positions	Qualification and Experience Requirement	Man-months	Evaluated Position – Yes / No	Part A	Part B	Part C
			water treatment / pumping facility of capacity of 100 MLD or more involving Centralised SCADA system for a city comparable with Bangalore. Should have international experience					
10	Environmental Expert	1	15 years overall with 10 years relevant experience with Masters In Environmental Engineering. Experience in conducting Environmental assessments of similar projects in water and waste water sector.	15	Yes	2	1	12
11	Sr. Resident Engineer	1	15 years overall and 10 years relevant experience with Bachelor Degree in Civil / Environmental/Mechanical Engineering or equivalent. Should have completed one project in India in waste water treatment facility of capacity of 50 MLD or more	40	Yes	0	2	38
12	Trenchless Technolo	1	15 years overall with 10 years relevant experience with	10	Yes	1	1	8

Sl. No	Key Expert Position	No of Positions	Qualification and Experience Requirement	Man-months	Evaluated Position – Yes / No	Part A	Part B	Part C
	gy expert		Bachelor In Civil/Environmental Engineering. Experience in trenchless technology in laying water / sewer lines.					
13	Quality Assurances/Quality Control - Civil	2	10 years overall and 5 years relevant experience with Bachelor Degree in Civil Engineering	30	Yes	0	1	29
14	QA/QC – Electrical Engineering	1	10 years overall and 5 years relevant experience with Bachelor Degree in Electrical Engineering	30	Yes	0	1	29
15	QA/QC - Mechanical	1	10 years overall and 5 years relevant experience with Bachelor Degree in Mechanical Engineering	30	Yes	0	1	29
16	Junior Engineer - Hydraulics	1	5 years overall with 3years relevant experience with Bachelor in Environmental / Civil. Should have completed one project in India in waste water treatment of capacity of 50 MLD or more	15	No	2	1	12
17	Junior Engineer - Process	1	5 years overall with 3 years relevant experience with	25	No	2	1	22

Sl. No	Key Expert Position	No of Positions	Qualification and Experience Requirement	Man-months	Evaluated Position – Yes / No	Part A	Part B	Part C
			Bachelor in Environmental / Chemical. Should have completed one project in India in water treatment of capacity of 100 MLD or more					
18	Junior Engineer – Structures	1	5 years overall with 3 years relevant experience with Bachelor in Civil Engineering.	30	No	2	1	27
19	Junior Engineer – Mechanical	1	5 years overall with 3 years relevant experience with Bachelor in Mechanical Engineering.	30	No	2	1	27
20	Junior Engineer – Electrical	1	5 years overall with 3 years relevant experience with Bachelor in Electrical Engineering.	20	No	2	1	17
21	Junior Engineer – Instrumentation control & Automation	1	5 years overall with 3 years relevant experience with Bachelor in Instrumentation / Electronics Engineering	20	No	2	1	17
22	Site Engineer – Civil	6	5 years overall with 3 years relevant experience with	30	No	-	-	30

Sl. No	Key Expert Position	No of Positions	Qualification and Experience Requirement	Man-months	Evaluated Position – Yes / No	Part A	Part B	Part C
			Bachelor in Civil Engineering.					
23	Site Engineer – Mechanical	4	5 years overall with 3 years relevant experience with Bachelor in Mechanical Engineering.	20	No	-	-	20
24	Site Engineer – Electrical	4	5 years overall with 3 years relevant experience with Bachelor in Electrical Engineering.	20	No	-	-	20
25	Site Engineer – Instrumentation	4	5 years overall with 3 years relevant experience with Bachelor in Instrumentation / Electronics Engineering.	15	No	-	-	15
26	Safety Engineer	2	5 years overall with 3 years relevant experience with Bachelor in Civil Engineering.	30	No	-	-	30

Support Staff Man-months for the Entire Project duration

Sr. No	Position	No of Staff	Total No of Man-months
1	Auto cad- Drafts man	3	30
2	Office Admin	1	60

3	IT Support	1	60
4	Data Entry Operator	2	60
5	Office Assistants	2	60
	Total No of MMs – Support Staff		

Above are the minimum staff requirement. However, for delivering the TOR, execution, etc., shall be the responsibility of the consultants without any additional cost implications.

(2) Scope of works for the respective personnel

Detailed information on the major tasks and duties to be undertaken by each Key Experts of the detailed engineering design team and the construction supervision team shall perform is provided as shown in Table 5:

Major Tasks and Duties of Key Expert

Designation	Responsibilities
International Staff	
Team Leader – (Overall responsibility of laterals, conveyance, sewage treatment, and reuse in all stages)	Pre-Construction Stage – Design and package award stage: • General coordination • Supervises the Consultant's services • Review Bidding documents prepared by Contract specialist. Interact with client to provide input in particular conditions of the contract. • Assumes direct responsibility for day-to-day consulting services • Represents the Consultant's Team in all matters relating to the performance of services • Prepare monthly and quarterly progress reports • Interact and liaison with BWSSB, GOK as well as World Bank. Construction Stage: • General coordination • Supervises the Consultant's services during Construction • Assumes direct responsibility for day-to-day consulting services and construction activities on all the packages – • Coordinate with client and contractors for each package • Assist client in resolving construction issues as well as review and assist client in preparing progress charts for financial as well as construction activities. • Interact and liaison with BWSSB, GOK as well as World Bank.
Senior Resident Engineer – (Overall	• Supervise process review during construction • Providing assessment and input during operation and maintenance – during Defect liability period. • Review and contractors' proposed O&M

Designation	Responsibilities
responsibility of laterals, conveyance, sewage treatment, and reuse in construction stage)	supervision work program and training programs for Distribution Control System • Coordinate the contractor's commissioning works • Coordinate the contractor's O&M supervision and training • Monitor and assess the effect of training and instruct any improvement of training services if necessary
Senior Design Engineer (Sewage Hydraulics)	• Pre-construction stage • Review existing designs • Prepare the basic hydraulic design of civil structures for sewage conveyance packages • Direct the local civil engineers attending the designs of civil works for the sewage conveyance pipelines • Prepare hydraulic models in Sewer GEMS of the sewage conveyance pipelines up to WWTPs including sub-mains, mains and trunk mains network
Senior Design Engineer (ISPS / WWTP)	• Review existing designs and specifications as prepared in study report and DPR • Prepare basis of design for all the WWTP / ISPS packages • Prepare PQ documents and provide detailed evaluation of PQ and bidder submittals. • Prepare Bid document for each package considering selected basis of design and client requirements • Prepare cost estimates for comparative Assessment. • Assist client in technical evaluation of bids and making recommendations on selection of contractor for each package. • Direct local engineers attending the designs • Review and make recommendations to WWTP designs submitted by contractors. • Supervise process review during construction • Providing assessment and input during operation and maintenance – during Defect liability period. • Review and contractors' proposed O&M supervision work program and training programs • Coordinate the contractor's commissioning works • Coordinate the contractor's O&M supervision and training] • Monitor and assess the effect of training and instruct any improvement of training services if necessary
Senior Design Engineer	Pre-construction stage • Review existing designs

Designation	Responsibilities
(Electrical and Instrumental Control and Automation)	• Prepare the basic design of electrical equipment, SCADA and I&C for the WWTPs including ISPS facilities • Direct the local electrical engineers attending the designs electrical, SCADA, I&C of the WWTP and ISPS facilities • Prepare Specifications for electrical works • Prepare Bill of Quantities for electrical works • Construction stage • Check the shop drawings submitted by the contractors • Assess the substitution of products proposed by the contractors • Supervise the installation work of electrical equipment • Attend the factory inspection together with BWSSB engineer, if requested • Attend the trial operation of mechanical equipment
Senior Design Engineer (Mechanical)	• Review existing designs • Prepare the basic design of mechanical equipment for the WWTP packages including ISPS • Direct the local mechanical engineers attending the designs of mechanical works for the WWTPs as well as ISPS facilities • Prepare Specifications for mechanical works • Prepare Bill of Quantities for mechanical works • Construction stage • Check the shop drawings submitted by the contractors • Assess the substitution of products proposed by the contractors • Supervise the installation work of mechanical equipment • Attend the factory inspection together with PMC's engineer, if requested Attend the trial operation of mechanical equipment
Design Engineer (Sewage Treatment Plants - Process)	• Assist the Sr. Design Engineer • Review existing designs and specifications as prepared in study report and DPR • Prepare basis of design for all the WWTP / ISPS packages • Prepare PQ documents and provide detailed evaluation of PQ and bidder submittals. • Prepare Bid document for each package considering selected basis of design and client requirements • Prepare cost estimates for comparative Assessment. • Assist client in technical evaluation of bids and

Designation	Responsibilities
	making recommendations on selection of contractor for each package. • Direct local engineers attending the designs • Review and make recommendations to WWTP designs submitted by contractors. • Supervise process review during construction • Providing assessment and input during operation and maintenance – during Defect liability period. • Review and contractors' proposed O&M supervision work program and training programs • Coordinate the contractor's commissioning works • Coordinate the contractor's O&M supervision and training • Monitor and assess the effect of training and instruct any improvement of training services if necessary
Construction Supervision Staff	
Procurement Engineer	• Assist the Team Leader in preparation of Bid document as per the World Bank procurement guidelines for all the packages • Attend and coordinate the prebid meetings of various Contracts • Prepare replies to the prebid queries • Preparation of the Technical and Financial Bid Evaluation Reports as per World Bank procurement guidelines
Resident Engineer	• Assist the Senior Design Engineer - International • Check the drawings submitted by the contractors • Assess the substitution proposed by the contractors • Supervise the work of sewerage component • Attend the factory inspection together with BWSSB engineer, if requested
Contract Engineer	• Assist the Team Leader on Contract Management • Preparation of Contract documents of all the awarded project components and signing of the Contracts • Liason with JICA on the concurrence of the various Contracts • Contract Management of the Contracts • Provide Contract recommendations as per provisions of FIDIC conditions of Contract • Provide recommendation of Extension of Time claims by the Contracts • Provide recommendation on the approval of various claims and variation in the Contracts

Designation	Responsibilities
Support Design Engineers	• Assist the respective design key experts on the various design and drawing approvals. • Review of the compliance of the comments provided by the experts in the revised designs and drawings submitted by the Contractor
Support Construction Supervision Engineers	• Assist the Team Leader and Deputy Team Leaders and the Resident Engineers in various construction supervisions works at site which included civil construction along with E&M installation works. • Monitor the QAP and safety compliance's at site. • Monitoring of the testing and commissioning at site
HRD and Institutional	• Recommend suitable Organisation strengthening measures to the utility for handling the O&M of the infrastructures created under the project. • Provide institutional strengthening and capacity building measures for BWSSB and its Project Monitoring and Operations Team • Review of the training plan submitted by the Contractor on various packages • Review of the O&M plan submitted by the Contractor of various contract packages.

1. Reporting

A. Within the scope of consulting services, the Consultant shall prepare and submit reports and documents (hard copies draft and final of number of copies as indicated in the table below) and documents to Project Director/ Project Manager in charge in BWSSB as shown in Table 6. The Consultant shall provide electronic copy of each of these reports.

B. The Consultants should support the client for rendering presentations, DPR approvals at various Departments, GoI, GoK & World Bank.

C. Consultants should support the client with multi-media videos, presentations and other activities related to the project.

D. All the review meetings held with employer along with various contractors should be minitued by the consultant and the proceedings need to be drawn and documented.

Table 6: Summary of Acceptable Reports to be submitted

Category	Acceptable Deliverables	Timing	No. of Copies besides the soft copies in appropriate format
Consultancy Services	Inception Report	Within 1 month after commencement of the services	2
	Monthly Progress Report/ Quarterly report.	Every month/ Quarterly respectively.	2
	Project Completion Report	At the end of the services	5
Detailed Design / Conceptual Design	Project Definition Report	Within 1 months after commencement of the services	2
	Draft Design Report	Within 2 months after commencement of the services	2
	Cost Estimate Report	As per the Project Schedule for each Package	2
	Final Design Report	As per the Project Schedule for each Package	2
Tender Assistance	Pre-qualification Document	As per the Project Schedule for each Package	2
	Bidding Document	As per the Project Schedule for each Package	2
	Pre-qualification Evaluation Report	At appropriate timing	2
	Technical Evaluation Report	At appropriate timing	2
	Price and Commercial Evaluation Report	At appropriate timing	2
Assistance in Environment Monitoring	Environmental Monitoring Report	Every quarter after commencement of the services	2
Construction	Quality Control Report	Every month	2

Category	Acceptable Deliverables	Timing	No. of Copies besides the soft copies in appropriate format
Supervision	Construction Completion Report	Within 3 months after completion of construction	2
Technology Transfer	Technology Transfer Program	Within 3 months after commencement of services	2
	O&M Manual – review comments based on Contractor's submittal and suggestions for improvements	At appropriate timing in accordance with the Inception Report	2
	Evaluation Report of Contractors' Training Services	Within 1 month after completion of training	2
Other Report	Development of Recycle and Reuse Program	Within 3 months after commencement of the services	2
	Water Saving Campaign Program	Within 1 month after commencement of the services and every year	10
	Technical Report	As required or upon request	As required

Contents to be included in each report are as follows:
For Consultancy Services
Inception Report: presents the methodologies, schedule, organization, etc.

For Monthly and Quarterly Progress Report
Monthly Progress Report: describes briefly and concisely all activities and progress for the previous month by the 10th day of each month. Problems encountered or anticipated will be clearly stated, together with actions to be taken or recommendations on remedial measures for correction. Also indicates the work to be performed during the coming month.
Quarterly Progress Report: presents the progress status of the Project.

All the site engineers should submit the dairy of daily activities carried at the site with certification from the concerned BWSSB Engineer. The same should be submitted for the billing.
Project Completion Report : comprises outline of all consultancy services.

For Detailed Design / Conceptual Design
Project Definition Report: presents the design criteria and standards.
Draft Design Report: presents detailed engineering design as well as 30% designs for WWTPs /ISPS.
Cost Estimate Report: presents detailed cost estimate.
Final Design Report: presents final documents of detailed design / conceptual design and cost estimate, bid plan, bid evaluation criteria, technical evaluation criteria and bidding documents through the incorporation of comments on the Draft Design Report provided by the Consultant.

For Tender Assistance
Pre-qualification Document: presents the pre-qualification documents and its evaluation criteria.
Bidding Document: presents the bidding documents and bid evaluation criteria.
Pre-qualification Evaluation Report: presents the results of the evaluation with recommendation on the selection of the qualified applicants.
Technical Evaluation Report: presents the results of technical evaluation with recommendation on technically responsive bidders.
Price and Commercial Evaluation Report: presents the results of the tenders with recommendation on the successful bidder for award of contract.

For Assistance in Environmental Monitoring
Environmental Monitoring Report: presents the environmental impacts and implementation of environmental mitigation measures during and [at the completion of / after] the construction stage. Environmental monitoring forms attached as Appendix # will be filled and attached to the Report.

For Construction Supervision
Quality Control Report: presents the quality status of the Project.
Construction Completion Report: comprises outline of all facilities completed and construction records from the commencement through completion, together with key data and records.

For Technology Transfer
Technology Transfer Program : Prepare technology transfer program, especially for to achieve higher level of treatment for water and waste water, energy efficiency, automation and to develop standard operating procedures.
O&M Manuals: Comments on O&M Manuals submitted by Contractors and Consultants suggestions on its improvement.
Evaluation Report of Contractors' Training Services: presents the evaluation of contractors training services.

For Other Report

Development of Recycle and Reuse Program:
Summarize present practices on recycle and reuse with issues and problems. Relevant laws and regulations are also to be reviewed and recommend improvement plan.

Water Saving Campaign Program:
Prepare plan with methodology for water saving by different water user together with community development. Required materials for information provision on water supply and sewerage services and improvement of environment will be prepared. Based on the plan, community meetings shall be carried out starting from local government staff up to residents. Strategic annual program shall be prepared to cover as much area as possible in the BBMP during consulting service period.

1. Obligation of Executing Agency

A certain range of arrangements and services will be provided by BWSSB to the Consultant for smooth implementation of the Consulting Services. In this context, BWSSB will:

- **Reports and data**
  Make available to the Consultant existing reports and data related to the Project as required.

- **Office space**
  The office space of approximate 8x6m at Cauvery Bhavan with minimum furniture's will be provided.

SECTION VI:

CONTRACT FOR CONSULTANT'S SERVICES

between _____

[Name of Client] and _____

[Name of Consultants]

CONTENTS **Page No.**

I. FORM OF CONTRACT 33
II. GENERAL CONDITIONS OF CONTRACT 35
1. General Provisions 35
1.1 Definitions 35
1.2 Law Governing the Contract 36
1.3 Language 36
1.4 Notices 36
1.5 Location 36
1.6 Authorized Representatives 36
1.7 Taxes and Duties 36
2. Commencement, Completion, Modification, and Termination of Contract 36
2.1 Effectiveness of Contract 36
2.2 Commencement of Services 36
2.3 Expiration of Contract 36
2.4 Modification 37
2.5 Force Majeure 37
2.5.1 Definition 37
2.5.2 No Breach of Contract .....
2.5.3 Extension of Time 37
2.5.4 Payments .....
2.6 Suspension 37
2.7 Termination 37
2.7.1 By the Client 37
2.7.2 By the Consultants 38
2.7.3 Cessation of Rights and Obligations 38
2.7.4 Cessation of Services 39
2.7.5 Payment upon Termination 39
2.7.6 Disputes about Events of Termination 39
3. Obligations of the Consultants 39
3.1 General 39
3.2 Conflict of Interests 39
3.2.1 Consultants not to Benefit from Commissions, Discounts, etc. .....
3.2.2 Procurement Rules of Funding Agencies..... 40
3.2.3 Consultants and Affiliates Not to Engage in certain Activities 40
3.2.4 Prohibition of Conflicting Activities 40
3.3 Confidentiality 40
3.4 Insurance to Be Taken out by the Consultants 40
3.5 Accounting, Inspection and Auditing 40
3.6 Consultant’s Actions requiring Client’s prior Approval..... 41
3.7 Reporting Obligations 41
3.8 Documents prepared by the Consultants to Be the Property of the Client 41

3.9 Equipments and Materials Furnished by the Client 41
4. Consultants' Personnel and Sub-consultants .....
41
4.1 General 41
4.2 Description of Personnel 41
4.3 Approval of Personnel 42
4.4 Working Hours, Overtime, Leave etc..... 42
4.5 Removal and /or Replacement of Personnel 42
4.6 Resident Project Manager 43
5. Obligations of the Client .....
45
5.1 Assistance and Exemptions .....
43
5.2 Access to Land .....
43
5.3 Services, Facilities and Property of the Client .....
43
5.4 Payment .....
44
6. Payments to the Consultants .....
46
6.1 Cost Estimates; Ceiling Amount .....`
44
6.2 Remuneration and Reimbursable Expenditures .....
44
6.3 Currency of Payment .....
44
6.4 Mode of Billing and Payment .....
44
7. Settlement of Disputes .....
48
7.1 Amicable Settlement 45
7.2 Dispute Settlement 45
III. SPECIAL CONDITIONS OF CONTRACT 46
IV APPENDICES
Appendix A — Description of the Services
Appendix B — Reporting Requirements
Appendix C — Key Personnel and Sub-consultants
Appendix D — Duties of the Client
Appendix E — Cost Estimates
Appendix F — Form of Bank Guarantee for Advance Payments
Appendix G – World Bank Anti-Corruption Guidelines for PforR

I. FORM OF CONTRACT

This CONTRACT (herein after called the "Contract") is made the day of the month of

, 2024 , between, on the one hand, (hereinafter called the "Client") and, on the other hand, (hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows*:

".. .(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities,

each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, and (hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties here to hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract(hereinafter called "GC");

(b) The Special Conditions of contract (herein after called "SC");

(c) The following Appendices:

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

Appendix D: Duties of the Client

Appendix E: Cost EStimate

Appendix F: Form of Guarantee for Advance Payments

Appendix G – World Bank Anti-Corruption Guidelines for PforR

[*Note: If any of these Appendices are not used, the words* "Not Used"*should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.*]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By
(Authorized Representative)

[***Note****: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupee;

(h) "Member," in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC 4.2 (a);

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this

Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) "Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-consultant.

(o) **"World Bank"** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC

1.7 Taxes and Duties

The Consultants, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as maybe specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuanttoClause2.7,this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, 'Force Majeure' means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Consultants, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a

material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) the Consultants' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and

(iv) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client)):

(a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

(b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) except in the case of termination pursuant to paragraphs (a) through (b) of Clause GC 2.7.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6 **Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may,

within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultants

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in Certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well

as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

The Consultants shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this Contract; and (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultants The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.

3.5 Accounting, Inspection and Auditing The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract; and

(b) appointing such members of the Personnel as are listed in Appendix C ("Consultants' Subconsultants' Key Personnel") merely by title but not by name; (c) any other action that may be specified in the SC.

3.7 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.8 **Documents Prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.9 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4. **Consultants' Personnel and Sub-consultants**

4.1 **General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

4.2 **Description of Personnel**

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3 **Approval of Personnel**

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 **Working Hours, Overtime, Leave, etc.**

(a) Working hours and holidays for Key Personnel are set forth in Appendix C.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants’ remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be

subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 **Removal and/or Replacement of Personnel**

(a Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 **Resident Project Manager**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.**2** **Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 Services, Facilities and Property of the Client The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.4 **Payment**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. **Payments to the Consultants**

6.1 Cost Estimates; Ceiling Amount

(a) An estimate of the cost of the Services payable in local is set forth in Appendix E.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 **Remuneration and Reimbursable Expenditures**

(a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.

(b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.

(c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.2(c).

6.3 **Currency of Payment**

All payments (Remuneration and Reimbursable) shall be made in Indian Rupees

6.4 Mode of Billing and Payment Billing and payments in respect of the Services shall be made as follows:

(a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix F hereto or in such other form as the Client shall have approved in writing.

(b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual), of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish

that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

(c) The Client shall cause the payment of the Consultants within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

7. **Settlement of Disputes**

7.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
A	
[1.1 (h)	The Member in Charge is not applicable for this Contract.
[1.4	The addresses are: **Client: Chief Engineer (Project)** Bangalore Water Supply & Sewerage Board (BWSSB) 3rd Floor, Cauvery Bhavan, Kempegowda Road Bengaluru-560009 Contact Person: Designation: _____ E-mail: _____ Phone: _____ **Consultants:** _____ _____ _____ Contact Person: Name: Designation: E-mail: Phone: _____
[1.4.2	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of e-mail, 24 hours following confirmed transmission;
[1.6	The Authorized Representatives are: For the Client: Chief Engineer (P) For the Consultants: _____ _____ [Note: Fill in the Blanks]
[1.7.1	As this a service tender GST is not applicable. The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and

the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[2.1 The effectiveness of contract shall be on the date- Execution of Agreement and Issue of Work order.

[2.2 The time period shall be immediately against issue of work order .

[2.3 The time period shall be 30 days after actual date of completion of contract.

[3.4 The risks and the coverages shall be:

(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(b) Third Party liability insurance, with a minimum coverage for Rs. 10 lakh for the period of Consultancy;

(c) Professional liability insurance with a minimum coverage equal to estimated remuneration and reimbursable.

(d) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate and;

(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

(f). Except JV /consortium, sub-consulting is not allowed.

3.6(c) The other actions are:

Deleted

(c) The key evaluated personnel's should intimate the client in writing and obtain permission before availing the leave or leaving the head quarters.

3.8 The Client is entitled to use the documents both workable electronic and printed formats prepared by the Consultant under this Contract for other projects without permission of the Consultant.

4.3 (a) Approval of the client for any replacements/removal is mandatory.

4.5(d) Replacement during execution period shall not be permitted other than natural calamities like, death or sever health issues. In such cases only penalty of 5% on each replacement will not be charged.

(f) Client is having all the rights to instruct for replacement of key person, if the performance is not matching with the standards and also in case of violation of standard ethics.

4.6 The person designated as resident Engineer in shall serve in that capacity, as specified in Clause GC 4.6.

6.1(b) The ceiling amount of contract is: _Rs._____]

6.2 (a)Adjustment of remuneration:

The rates set for the in Appendix Appendix E shall be adjusted every 12th months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the contract) by applying the following. The escalation is not applicable only for the first 30 months of consultancy services contract:

The formula for escalation calculation is as follows:

$R_{I=}$ R_{Io} X I_I/ I_{Io}

Where:

R_I is the adjustment remuneration:

R_{Io} is the remuneration payable on the basis of the rates set for the in Appendix E for remuneration payable in local currency:

I_I is the relevant index for salaries as provided by Reserve Bank of India (RBI, Gov. Of India) for the first month for which the adjustment id to have effect and :

I_{Io} is the official index for salaries as provided by RBI for the month of the date of the contract.

6.2(b) (1) It is understood (i) that the remuneration rates shall cover such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges, overhead, and Consultants' fee, (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and

(iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

(2) Remuneration for periods of less than one month shall be calculated on a calendar-day basis for time spent and attributable to the assignment (one day being equivalent to 1/30th of a month). (3) The rates for Personnel are set forth in Appendix E].

6.2(c) The reimbursable expenditures shall be the following:

Transportation, office supplies,Report and Document Printing.

6.4(a) Deleted, No Advance payment

6.4(e) The account is:----------]

7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

- If any dispute arises between the parties in connection with, or arising out of, the Contract or the execution of the works shall be adjudicated by the DBA comprising of 3 members constitute by:
    a) Additional Chief Engineer, BWSSB as Employer representative,
    b) The “Consultancy”, and
    c) The “Member” third party who is being identified/nominated jointly by both Employer and Contractor.

If either party is dissatisfied with the DAB’s decision, then either Party may, within 28days after receiving the decision, give Notice to the other party of its dissatisfaction. If the DAB fails to give its decision within period prescribed, then either party may, within 28 days after this period has expired, give Notice to the other Party of its dissatisfaction. Then only the procedure of 4.2 shall be initiated.

- The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this

agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at ***Bangalore***, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

- Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees. Upon receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

8.0 If it is a joint venture / consortium “Lead Partner” should be 51% or more.

9.0 The World Bank ineligible entities and individuals is included (www.worldbank.org/debarr)

10.0 The successful Consultant shall furnish performance security of 5% of the cost (fee) in the form of Bank guarantee and the same will be returned only after successful completion of the Assignment. Bank Guarantee shall be issued either by a nationalized bank /schedule bank payable at Bangalore.

11.0 For the key evaluated position the CV of personnel's currently working in any of the BWSSB projects will not be considered.

12. Among 2 Nos. of DEO, one should be deputed to CE (P) office for monitoring the project related approvals, correspondences in full pledged, and the salary to be borne by consultants .

13.0 If the site locations of any proposed WwTP changes, due to unavoidable circumstances, the consultants are supposed to design the WwTP as per the new site conditions, without any additional cost.

14.0	Working days- Construction team should work along with working days of employer including all Saturdays & the design team should work on all working days of BWSSB, and as per the requirement of employer to complete the project.
27.1 d	GUIDELINES ON PREVENTING AND COMBATING CORRUPTION IN PROGRAM-FOR-RESULTS FINANCING Dated February 1, 2012 and Revised July 10, 2015 (Appendix G)

IV. APPENDICES

Appendix A: Description of the Services

[Gives detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports, and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable"]

Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles (and names, if already available), detailed job descriptions, minimum qualifications, experience of Key Personnel to be assigned to work, and staff-months for each.

Appendix D: Services and Facilities to be provided by the client

[List here under: F-1 Services, facilities, and property to be made available to the Consultants by the Client.]

Appendix E: Cost Estimate in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*

2. *Reimbursable expenditures:*

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Advance Payments (NOT APPLICABLE)

(Reference SC Clause 6.4 of Contract)

Appendix G : GUIDELINES ON PREVENTING AND COMBATING CORRUPTION IN PROGRAM-FOR-RESULTS FINANCING Dated February 1, 2012 and Revised July 10, 2015

DatedFebruary1,2012andRevisedJuly10,2015

1. These Guidelines address Fraud and Corruption (as defined in paragraph 5) that may occur in connection withthepreparationandimplementationofprogramsfinanced,inwholeorin part,bytheInternationalBankforReconstructionandDevelopment(IBRD)orthe International DevelopmentAssociation(IDA)throughProgram-for-ResultsFinancing.Theyset out the general principles, requirements, and sanctions applicable to such programs.

2. The Loan Agreement[1] providing for the Loan[2]governs the legal relationships between the Borrower[3] and the Bank[4] with respect to the Program[5] for which the Loan is made. The responsibility for the implementation of the Program under the Loan Agreement, including the primary responsibility for preventing and combating Fraud and Corruption, rests with the Borrower. The Bank, for its part, has a fiduciary duty under its Articles of Agreement to "make arrangements to ensure that the proceeds of any loan are used only for the purposes for which the loan was granted, with due attention to considerations of economy and efficiency and without regard to political or other non-economic influences or considerations."[6] These Guidelines constitute an important element of those arrangements and are made applicable to the preparation and implementation of the Program as provided in the Loan Agreement.

3. Recognizing that Fraud and Corruption leads to wasted resources and undermines development effectiveness, the Bank and the Borrower agree that all individuals and entities participating in the Programmust observe the highest standard of ethics and, specifically, that all such persons and entities must take all appropriate measures to prevent and combat Fraud and Corruption, and refrain from engaging in Fraud and Corruption, in connection with the Program. In furtherance of these principles and purposes, the Bank and the Borrower further agree and commit to undertaking the actions set out in these Guidelines for the purpose of preventing and combating Fraud and Corruption in connection with the Program.

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[1] Referencesin these Guidelinesto "Loan Agreement"include any Loan Agreement providing for an IBRD loan; Financing Agreement providing for an IDA credit or IDA grant; Trust Fund Grant Agreement or Loan Agreement providing for a recipient-executed trust fund grant or loan in cases where these Guidelines are made applicable to such agreement; and the Program Agreement with a ProgramImplementingEntity related to any of the above.

[2] References to "Loan" or "Loans" include IBRD loans as well as IDA credits and grants, project preparation advances, and recipient-executed trust fund grants or loans for programs to which these Guidelines are made applicable under the agreement providing for such grant and/or loan. These Guidelines do not apply to investment project financing (to which separate guidelines apply) or to development policy financing.

[3] References in these Guidelines to"Borrower" include therecipient of an IDA credit or grant orof a trust fund grant or loan.

[4] ReferencesintheseGuidelinestothe “Bank”includebothIBRDandIDA.
[5] ReferenceintheseGuidelinestothe“Program”meanstheProgramasdefinedintheLoanAgreement.
[6] IBRDArticlesofAgreement,ArticleIII,Section5(b);IDAArticlesofAgreement,ArticleV,Section1(g).

Definitions of Practices Constituting Fraud and Corruption

4. These Guidelines address the following defined practices in connection with the Program:[7]

(a) A "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperlythe actions of another party.[8]

(b) A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly[9] misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

(c) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

(d) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

(e) An "obstructive practice" is (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation[10] into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the Bank's contractual rights of audit or access to information.

5. The above practices, as so defined, are referred to collectively in these Guidelines as "Fraud and Corruption."

6. In furtherance ofthe above-stated purpose andgeneral principles, except as otherwise agreed in writing by the Borrower and the Bank, the Borrower:

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[7] UnlessotherwisespecifiedintheLoanAgreement,whenevertheseterms areusedintheLoanAgreement, including intheapplicableGeneralConditions, theyhavethemeaningssetoutinparagraph 4ofthese Guidelines. [8] Typical examples of corrupt practice include bribery and "kickbacks."

[9] Toact"knowinglyorrecklessly,"thefraudulentactormusteitherknowthattheinformationorimpression being conveyed is false, or be recklessly indifferent as to whether it is true or false.

Mere inaccuracy in such informationor impression,committed through simple negligence,is not enough to constitute fraudulent practice.

[10] Asused in the definition of “obstructive practice”, the term “investigation” includes any inquiry undertakenunder these Guidelines.

(a) takes all appropriate measures to ensure that the Program is carried out in accordance with these Guidelines;

(b) takes all appropriate measures to prevent Fraud and Corruption in connection with the Program, including (but not limited to) adopting and implementing appropriate fiduciary and administrative practices and institutional arrangements;

(c) promptly informs the Bank of all credible and material allegations or other indications of Fraud and Corruption in connection with the Program that come to its attention, together with the investigative and other actions that the Borrower proposes to take with respect thereto;

(d) unless otherwise agreed by the Borrower and the Bank with respect to a particular case, takes timely and appropriate action to investigate such allegations and indications; reports to the Bank on the actions taken in any such investigation, at such intervals as may be agreed between the Borrower and the Bank; and, promptly upon the completion of any such investigation, reports to the Bank the findings thereof;

(e) if the Borrower or the Bank determines that any person or entity has engaged in Fraud and Corruption in connection with the Program, takes timely and appropriate action, satisfactory to the Bank, to remedy or otherwise address the situation and prevent its recurrence; provided that nothing in this sub-paragraph(e) or in sub-paragraph (d) above obligates the Borrower to take action in direct contradiction of the applicable law of the Member Country;

(f) Cooperates fully with representatives of the Bank in any inquiry conducted by the Bank into allegations or other indications of Fraud and Corruption in connection with the Program, and takes all appropriate measures to ensure the full cooperation of relevant persons and entities subject to the Borrower's jurisdiction in such inquiry; and

(g) ensures that any person or entity debarred or suspended by the Bank is not awarded a contract under or otherwise allowed to participate[11] in the Program during the period of such debarment or suspension.

7. In further ance of the above-stated purpose and general principles, except as otherwise agreed in writing by the Borrower and the Bank, the Bank:

[11] For purposes of paragraph 6(g),participation does not include the performanceundercontractsenteredintoor other engagements began prior to the date of the Loan Agreement

(a) promptly informs the Borrower of all credible and material allegations or other indications of Fraud and Corruption in connection with the Program that come to its attention, consistent with Bank policies and procedures;

(b) in cases where the Bank determines it necessary to do so to fulfill its fiduciary duty, may conduct an inquiry into such allegations or other indications, independently of or in collaboration with the Borrower;

(c) reports to the Borrower on the outcome of any such inquiry; and

(d) may sanction[12] any individual or entity other than the Member Country[13] if at any time the Bank determines that such individual or entity has engaged in Fraud and Corruption in connection with the Program or any other Bank-financed activity, or is otherwise subject to sanction pursuant to its prevailing policies and procedures.

Miscellaneous

8. For avoidance of doubt, nothing in these Guidelines is intended to restrict or otherwise affect the Member Country's sovereign right to investigate, prosecute or take any other action in furtherance of its own laws and regulations. Any inquiries conducted by the Bank pursuant to these Guidelines are administrative in nature, for the purpose of determining compliance with the Bank's policies, directives and procedures. Inquiries include, but are not limited to, the review of relevant accounts, records and other documents, and interviews with relevant persons.

9. Without prejudice to any provision hereof, in the event that any action to be taken by the Borrower under these Guidelines may conflict with requirements of the applicable laws and regulations of the Member Country, the Bank and the Borrower will consult with a view to identifying and agreeing on alternative actions that will avoid such conflict while ensuring compliance herewith.

10. The provisions of these Guidelines do not limit any other rights, remedies[14] or obligations of the Bank or the Borrower under the Loan Agreement or any other document to which the Bank and the Borrower are both parties.

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[12] Sanctions include (but are not limited to) publicly declaring such individual or entity ineligible, either indefinitely or for a stated period of time, to: (i) be awarded a Bank-financed contract; (ii) benefit from a Bank-financed contract, financially or otherwise, for example as a subcontractor; and (iii) otherwise participate in the preparation or implementation of the Program or any other project or program financed, in whole or in part, by the Bank. The Bank may publish the identity of any individual or entity sanctioned under subparagraph 7(d).

[13] For purposes of these Guidelines, "Member Country" includes (i) officials and employees of the national government or of any of its political or administrative subdivisions, and (ii) non-autonomous government-owned enterprises.

[14] The Loan Agreement provides the Bank with certain rights and remedies that it may exercise with respect to the Loan in the event of Fraud and Corruption in connection with the Program, in the circumstances described therein.

ATTACHMENT-1

Table:A Utilization Proposal for Treated Water Considered under World bank Project

Sl No.	WWTP	Capacity in MLD	Lake	Level of Treatment	Utilization details	Utilization rate
	Kogilu	15	Kogilu	Tertiary	Filling of Secondary treated water to Kogilu Lake, Tertiary treated water will be given to Industries coming near Airport, Construction purpose to Public/Govt. users as per guidelines, Concrete manufaturing	100%
	Joggikere		Joggikere	Secondary with Disc Filter	Filling of Secondary treated water to Jogikere Lake	100%
	Abbigere		Abbigere	Secondary with Disc Filter	Filling of Secondary treated water to Abbigere and Singapura Lake	100%
	U M Kaval	10		Tertiary	1) Filling of Secondary treated water to Kari thimmaiah lake filling 2) Tertiary treated water will be supplied to BMRCL depot located beside proposed WWTP 3) Tertiary treated water will be used for Construction purpose to Public/Govt. users as per guidelines, 4) Secondary treated water will be supplied to Devikarani Rorich Estate maintainance 5) Tertiary treated water will be supplied to Art of Living Ashrama	100%
	Hulimavu	15	Hulimavu	Secondary with Disc Filter	1) Feeding treated water to Minor Irrigation Department 2) Filling of Secondary treated water to Hulimavu lake	100%
	Chikkabegur	15		Secondary with Disc Filter	1) Feeding treated water to Minor Irrigation Department 2) Filling of Secondary treated water to Chikkabegur lake	100%
	Channasandra	20		Tertiary	Tertiary Treated water will be	100%

				supplied to surrounding IT Parks, for Concrete manufacturing	
Soulkere	28	Soulkere	Tertiary / Solar Panels	1) Supply of tertiary treated water to WIPRO, ECOSPACE, RMZ, EMBASSY TECH VILLAGE, INTEL, Vaishnavi Tech Park, Sai Garments & other Tech parks near Soul lake. 2)Tertiary treated water will be used to supply for major construction activities near Sarjapura road, Marathalli & outer Ring Roads. 3) Filling of Secondary treated water to Soulkere Lake	100%
Anjanapura	35		Tertiary/ Biogas generation with solar sludge drying.	1) Filling of Secondary treated water to Vaderahalli Lake 2) Tertiary treated water will be used to supply for Anjanapura surrounding area 3) Supply to Anjanapura BMTC Bus Depot 4) Govt. constructions contract work by BDA, BBMP, BWSSB etc., 5) BBMP/BDA park maintenance	100%